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This document was prepared by Loan Operations, Desoto County Bank, 6040 Highway 51 N, Horn Lake, MS 38637, 662-996-1282

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INDEXING INSTRUCTIONS.

# **MODIFICATION OF DEED OF TRUST**

**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is September 7, 2012. The parties, their addresses and phone numbers are:

## **GRANTOR:**

RICHARD C HALL JR

Spouse of Deborah J Hall 1562 Golden Oaks Loop S SOUTHAVEN, MS 38671-0000 901-238-1091

# **DEBORAH J HALL**

Spouse of Richard C Hall, Jr 1562 Golden Oaks Loop S SOUTHAVEN, MS 38671-0000 901-238-1091

## TRUSTEE:

HUGH H. ARMISTEAD 6879 Crumpler Blvd. #100 Olive Branch, MS 38654 Telephone:

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#### LENDER:

### **DESOTO COUNTY BANK**

Organized and existing under the laws of Mississippi 5740 Getwell Road Southaven, MS 38672 Telephone: (662) 393-3277

- 1. BACKGROUND. Grantor and Lender entered into a security instrument dated and recorded on July 23, 2010 (Security Instrument). The Security Instrument was recorded in the records of Desoto County, Mississippi at Book 3, 191 Page 457 and covered the following described Property:
- Lot 2, Pleasant View, situated in Section 21, Township 2 South, Range 8 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 17, Pages 46-48, in the office fo the Chancery Clerk of DeSoto County, Mississippi.

The property is located in Desoto County at , , Mississippi .

2. MODIFICATION. For value received, Grantor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

- A. Secured Debt. The secured debt provision of the Security Instrument is modified to read:
  - (1) Secured Debts and Future Advances. The term "Secured Debts" includes and this Security Instrument will secure each of the following:
    - (a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 40084, dated July 14, 2010, from Grantor to Lender, with a modified maximum credit limit of \$105,000.00 and maturing on July 14, 2030.
    - (b) Future Advances. All future advances from Lender to Grantor under the Specific Debts executed by Grantor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Grantor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Grantor's principal dwelling that is created by this Security Instrument. This Modification will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.

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(c) All Debts. All present and future debts from Grantor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Grantor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Modification will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.

(d) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

- 3. WARRANTY OF TITLE. Grantor warrants that Grantor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to irrevocably grant, bargain and sell the Property in trust to Trustee, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.
- 4. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

**SIGNATURES.** By signing, Grantor agrees to the terms and covenants contained in this Modification. Grantor also acknowledges receipt of a copy of this Modification.

**GRANTOR:** 

Richard C Hall

Individually

Deborah J Hall

Individually

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ACKNOWLEDGMENT.

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SS.

Personally appeared before me, the undersigned authority in and for the said county and state, on this , within my jurisdiction, the within named Richard C Hall Jr, spouse of Deborah J Hall, and Deborah J Hall , spouse of Richard C Hall, Jr, who acknowledged that he/she/they executed the above and foregoing instrument.

My commission expires:

(Notary Public)



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